

Douglas J. Melton, Bar No. 161353
Shane M. Cahill, Bar. No. 227972
LONG & LEVIT LLP
465 California Street, 5th Floor
San Francisco, California 94104
Telephone: (415) 397-2222
E-mail: dmelton@longlevit.com
scahill@longlevit.com

Attorneys for Defendant
SFBSC Management, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE ROES 1-2, on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

SFBSC MANAGEMENT, LLC; and
DOES 1-200,

Defendants.

Case No. 3:14-cv-03616-LB

**DECLARATION OF GARY MARLIN IN
SUPPORT OF MOTION TO COMPEL
ARBITRATION RE PLAINTIFFS JANE
ROE 1 AND 2**

Date: January 29, 2015
Time: 9:30 a.m.
Place: Courtroom C, 15th Floor
Judge: Hon. Laurel Beeler

1 I, Gary Marlin, declare:

2 1. From approximately 2004 to June 2013 I was the President of SFBSC
3 MANAGEMENT, LLC ("BSC"). Since June 2013 I have worked with BSC as an outside
4 consultant. I have personal knowledge of all the facts stated in this declaration. I could and
5 would competently testify to these facts if called upon to do so in court.

6 2. I have reviewed the Amended Complaint in this action and am generally familiar
7 with the allegations it contains. I understand Plaintiffs' identities have been designated as
8 "Confidential." Accordingly, I have reviewed the Stipulated Protective Order in this action and
9 executed the "Acknowledgment and Agreement to Be Bound" attached thereto. Thereafter, I was
10 informed of Plaintiffs' true identities.

11 3. Since at least 2004, BSC has provided consulting and administrative services to
12 the nightclubs listed in Plaintiffs' Complaint: Hungry I, Centerfolds, Roaring 20's, Garden of
13 Eden, Larry Flynt's Hustler Club, Little Darlings, Gold Club, Market Street Cinema, New
14 Century, Showgirls, and Condor Gentlemen's Club ("the Nightclubs"). These services include
15 marketing and advertising, human resources support, payroll coordination, and contract review
16 and administration.

17 4. In my capacities first as BSC's President and now as an outside consultant, I
18 became (and I am) generally knowledgeable about the operations, policies, and practices of the
19 Nightclubs. I am also familiar with the record keeping practices of the Nightclubs and I have
20 access to the Nightclubs' records and contracts.

21 5. Qualified entertainers who want to perform at the Nightclubs are given the option
22 of entering into a "Performer Contract." Among other terms, Performer Contracts contain
23 arbitration provisions. Once executed, Performer Contracts are filed separately under each
24 entertainers name and are maintained in the Nightclubs' regular course of business.

25 6. The process outlined above has been the Nightclubs' course of regularly conducted
26 business activity for contracting with performers and filing and maintaining Performer Contracts
27 as long as I was the President of BSC and since I have served as an outside consultant to BSC.

28 7. After I learned of this lawsuit and Plaintiffs' identities, I reviewed Plaintiffs' files

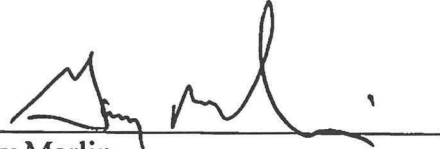
1 and Performer Contracts.

2 8. True, accurate, and complete (but redacted pursuant to the Stipulated Protective
3 Order) copies of Plaintiff Jane Roe 1's Performer Contracts with the Nightclubs, including her
4 most recent contract dated June 21, 2014, are attached hereto as Exhibit "A." Jane Roe 1 agreed
5 to arbitration in each of her three Performer Contracts (two with respect to Gold Club and one
6 with respect to Condor).

7 9. True, accurate, and complete (but redacted pursuant to the Stipulated Protective
8 Order) copies of Plaintiff Jane Roe 2's Performer Contracts with the Nightclubs, including her
9 most recent contract dated April 4, 2014, are attached hereto as exhibit "B." Jane Roe 2's 2012
10 and 2013 Performer Contracts with respect to Centerfolds and with respect to Gold Club gave her
11 the option to accept or reject the arbitration agreement. Jane Roe 2 rejected the arbitration
12 agreement in her 2012 contracts with respect to Gold Club and Centerfolds. Jane Roe 2 accepted
13 the arbitration agreement in her two 2013 contracts with respect to Gold Club. Jane Roe 2's most
14 recent April 4, 2014 Performer Contract contains an arbitration provision which Jane Roe 2
15 accepted by executing the contract.

16 10. Jane Roe 2 alleges she performed at Larry Flynt's Hustler Club ("Hustler").
17 According to Hustler's tax records, Jane Roe 2 contracted with and briefly performed at Hustler
18 in 2012. Jane Roe 2 did not contract with or perform at Hustler in 2013 or 2014. As of this date,
19 I have been unable to locate Jane Roe 2's 2012 Performer Contract with respect to Hustler.

20 I declare under penalty of perjury, under the laws of the United States of America, that the
21 foregoing is true and correct and that this declaration was signed at San Francisco, California, on
22 December 22, 2014.

23
24 
Gary Marlin

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